

Under the Instruction of

**The Addl VP - Corporate Procurement Group of
Reliance Infrastructure Ltd**



Vidarbha Industries Power Limited (VIPL) subsidiary of Reliance Power Limited

E-Auction

on

19th July, 2017

Between 14:30 PM to 15:30 PM

(NOTE: AUTO TIME EXTENSION FOR EVERY 5 MINS AND MAXIMUM FOR 30 MINS)

<http://www.ashvinauctioneers.com>

Inspection on

7th to 14th July, 2017 (During Working Hours)

On prior appointment & approval of

1. Mr. Rudra Reddy (Mob.:9326467365) or
2. Mr. Nitin Upadhyay (Mob.:9372702260)

At

(Butibori Thermal Power Plant - VIPL, Nagpur)

**M/s. ASHVIN & CO.
(Auctioneers)**

H.O.: Mahajan Lane, Raopura, Vadodara-390 001.

**Br.O.: Ashvin & Co. Change Of Address (TEMPORARY): G-11,Ground Floor, Shri Niwas
Building, Next to Indubhavan Building, Opp. CKP Bank, Prathana Samaj Road, Vile Parle (E),
Mumbai 400057.**

Tel: 26107515 Tel.Fax: 2613 3600

Major Terms & Conditions:

1. **EMD cum SD: EMD cum Security Deposit of 10% of the sale order value** shall be paid within **5 days from date of receipt of intimation** regarding acceptance of offer. Security Deposit shall be refunded only after completion of Sale Order or on receipt of "C" form by us whichever is later.

2. Payment: 100% payment prior to collection of material within one working day from the date of intimation of collection/date of sale order. Rate shall remain firm during contract period.

3. Taxes & Duties:

- i. The bidders shall be advised to furnish the CST/ other required registration number and enclose photocopy of CST/ other required Registration Certificate along with the offer.
- ii. The successful bidder shall be required to furnish Form "C", before taking delivery of materials if he avails concessional rate of CST. In case bidder is unable to provide the form "C", amount equal to differential tax shall be retained until receipt of Form "C".
- iii. In case scrap generation is related to manufacturing or mechanical working of material, company shall collect TCS u/s 206C of Income Tax Act 1961 at prevailing rate on gross value of scrap sale in addition to sale value at the time of receipt of sale amount. The same shall be deposited within 7 days of the following month. No TCS will be collected, if scrap dealer furnishes declaration under Form 27C of Income Tax Rules 1962 (to be collected in duplicate & one copy to be sent to Company's Tax department).

4. Penalty:

Materials shall be collected **within 20 days** from the date of scrap sale order / intimation from site. In case of delay in lifting within the specified period, charges shall be payable by the Scrap Dealer @ 1% of the value of un-lifted quantity / value for delay of every week or part thereof subject to maximum of 5% of the value of Sale Order as delay charges.

Any failure to comply with this requirement shall entail the forfeiture of all the amounts paid, including Security Deposit and the company without prejudice to other rights is free to dispose off the scrap at the risk and cost of the Scrap Dealer.

5. Inspection of Scrap Material by Scrap Dealer:

- i. Since scrap is sold on "AS IS WHERE IS BASIS" opportunity must be provided to prospective bidders to properly inspect the scrap materials as to quantity, quality, nature, conditions and other details. The Company shall not be liable for any claims of whatsoever nature from the successful bidder.
- ii. Company shall provide no guarantee or warranty as to the condition of materials or its quality, its fitness for any specific use at the time of inspection or at any later stage.

6. Default in payment:

- i. If there be any default in payment of sale amount including taxes and levies, if any, or the successful bidder fails to abide by the conditions of sale or deviate in prices after communication of acceptance of his bid or in case of dishonor of payment instrument, the company shall, without prejudice to its right under the law, forfeit the amount paid by the Scrap Dealer till then including security deposit and the company shall have right to claim due amount along with interest from the scrap dealer.

- ii. The company may also cancel the Sale Order and resell the materials to others at the risk of defaulting Scrap Dealer and also recover from him any loss sustained by the company by such resale and expenses in connection with resale, as well, all outstanding recoverable amounts including delay charges, damages, interest etc.
- 7. Vendor is solely responsible for obtaining the CPCB/State PCB authorization for Hazardous Waste/E waste disposal or alternatively will produce a proof of applying for renewal of the same in the event of its expiration during the currency of the contract.

GENERAL CONDITIONS OF SALE BY E-AUCTION

1. The highest Auction Bid will be accepted subject to confirmation by the Management of **The Reliance Group**
2. All the lots are sold subject to reserve price fixed by the competent authority. The sale of LOTS is Subject to the reserve price, if any, fixed by the SELLER and subject to the term and conditions set out herein, sale shall be made to the HIGHEST BIDDER on “AS IS WHERE BASIS” and “NO COMPLAINT BASIS IS.”
3. All goods are sold in the condition they stand i.e. “AS IS WHERE IS BASIS”. The quantities, qualities, sizes, measurements, number and weights, whether announced verbally at the time of sale or specified in the catalogues are approximate. All goods are sold on the assumption that the bidders have inspected the goods and know what they are buying whether they have actually inspected the goods or not. Neither the Auctioneer nor the **Reliance Group**., give any guarantee, warrantee, or undertake any responsibility for make, manufacture, description, quality, condition, size, weight, grade, accuracy, soundness & completeness etc of the goods.
4. The Weight or Number, quantity against the respective Lots are indicated approximately which in actual may turn out to be more or less than the indicated quantity. In case of actual quantity turning out to be less than the indicated quantity after due completion of the lifting by the Buyer within the stipulated period, the Buyer shall not be entitled to claim any damages, loss of interest or compensation on any other account. The buyer can arrange weighment of goods at his own cost at the Principal’s PLANT prior to offer.
5. No sale shall be invalidated by reasons of any defect or fault in any of the goods or lots, by reasons of any defect or fault in the description thereof in the catalogue or particulars or faults in or error in description.
6. Bidder should carry the Catalog along with them for the inspection of material at the Site, which will be subject to the usual security rules of the Principal/Plant. Any clarification required may be sought by the Bidders from the Seller at the time of inspection and no dispute regarding the material will be entertained thereafter.

7. The Management of **The Reliance Group** shall collect the balance of the amount of the bid along with Vat (taxes, etc) at the rate in force, by the successful bidder and who shall issue Delivery Order to the purchaser to affect the delivery.

8. **The Reliance Group** shall affect the delivery of the lots to the purchaser, only after verifying the proper documentation and after 100% payment received. The taxes, transport charges, packing and forwarding, etc are extra.

9. The successful Bidder shall co-ordinate the date and time with the Principal for placement of Trucks to ensure speedy removal of materials. The Principal will allow the lifting of materials on all working days.

10. Purchaser and his men are subject to the security rule of **The Reliance Group** force while in the **The Reliance Group** premises. The purchaser / workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the premises and the purchaser shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of EMD.

11. The Purchasers shall be responsible for any damage that may be done to premises / fittings of **The Reliance Group** in the course of removing the lot or lots purchased by them. The authority may at its option arrange to make good such damages and the purchaser shall pay for the same on demand.

12. The purchaser's workers are engaged within **The Reliance Group** premises they will be governed by the labour laws and rules, Factory Acts and Rules and **The Reliance Group** Safety / Security Rules as applicable. It shall be the responsibility of the purchaser to see that the statutory provisions are complied with.

13. The **The Reliance Group** will not be in any way responsible for failure to deliver the goods as per delivery schedule due to causes beyond their control such as strikes, lockouts, cessation of labour, shortened hours, acts of God or other causes or contingency whatsoever. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically be extended accordingly.

14. The **The Reliance Group** /Ashvin & Co. will not be at any time be responsible for any injuries caused due to accident within premises or at the place of **The Reliance Group** premises or at work of the owner either to the buyer or his representative / labour etc., and the bidder will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the bidder to provide necessary safety appliances (like hand gloves / safety shoes etc.,) to the laborers, who are engaged for loading the materials.

15. Special condition, if any, will be announced / declared by the Auctioneer under the instruction of **The Reliance Group** at the time of Auction.

Document Required for Registration of Prospective Bidders

1. VALID CPCB/State PCB authorization Registration certificate plus certified true copy (original will be returned immediately)
2. Sales tax MVAT Registration / TIN / GST
3. PAN NO. & TIN NO.
4. Shop Establishment license
5. Photograph of the owner & Bidder
6. Application on Company's letterhead
7. Declaration Form
8. Mandatory Registration Security Fee of Rs. 11,111/- + 18% = 13,111/- in the form of Demand Draft favoring Ashvin & Co. payable at Mumbai.

INSTRUCTIONS TO THE e-AUCTION PARTICIPANTS

1.0 Steps for Actual Bidding Procedure

- 1. Go to www.ashvinauctioneers.com ; New Bidders register yourselves by clicking on New User Button. Then Ashvin & Co. Admin will activate your account. Please submit Pan Card Copy, VAT Copy, GST, TIN, etc documents along with the Declaration Form mentioned below in this catalog.
- 2. First Enter in the bidder room use your own – “user name” and “Password”.
- 3. Auction Room: After paying CMD a key will be sent to you in your registered e-mail id. A key is to be inserted in AUCTION ROOM BUTTON & you will be entered in Auction room.
- 4. Click on to place bid
- 5. Ie. This will take you to the Bidding Page. A separate Window opens which is the Bid room.
- 6. **Manual / Auto Bid Now Start Bidding.** You can either Bid Manually OR can use Auto-Bid. (In Auto bid, the computer will bid on your behalf up to that value you have given.)
- In the Manual Bid option, you can put your bid in the text box available for each ITEM and submit it every time. A bid confirmation pop up box will appear to confirming whether you want to go ahead with the bid posted or not. **If you confirm the bid, your bid will be posted.** If your bid is accepted, that will be displayed in “Your bid” column on your right side screen. Also the highest bid amount will be displayed in “Highest bid” column. If you are the highest bidder at the time, **“Your Bid” column will be highlighted with “green” background.**
- During the auction, the current highest bid of the bidder, the bid status and the bid history can be viewed on the screen all the times. Bids can be placed at the specified time mentioned during the auction day.
- Enter your starting bid amount in “Your Amount” text box, the minimum increment is a optional text box by default it will take the minimum increment amount which is fixed by the company for that product. Enter the maximum amount in the “Maximum Ceiling Amount” text box. Submit your auto bid after filling all the above values.
- You can see your Bid Value and the Highest Bid Value for a particular lot after bidding once.
- **Auto Time Extension AVAILABLE in this e-Auction (Every 5 MINS AND FOR MAXIMUM UPTO 30 MINS).**

Special Note: Bidders are requested to check the Bid Entry in words & figures before confirming it. Any wrong bids will lead to forfeiture of Earnest Money Deposit (CMD) / Registration Fee and said lot will be re-auctioned immediately and the bidder is barred from the future bidding if any.

(Company Letter Head)

DECLARATION FORM

DATE: _____

To,
The Reliance Group

Dear Sir / Madam,

- 1) I/We, the bidder/s do hereby state that, I/We **have read the entire terms and conditions of the On-line e-auction catalog for Sale** including the disclaimer clauses and **understood them fully**. I/We, hereby unconditionally agree **to conform** with and **bound** by the said terms and conditions and agree to take part in the On-line Auction for sale of enlisted Scrap Materials in e-auction by **The Reliance Group on 19.07.2017.**
- 2) I/We further declare that I/We intend to purchase the above-referred material from the Reliance Group. for our own use/business and that the information revealed by me/us in this acceptance form is true and correct to the best of my knowledge & our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid/s submitted by me/us **is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited by the seller** and the seller will be at liberty to annul (cancelled) the offer made to me/us at any point of time.
- 3) I/We also agree that after my/our offer/bid placed by me/us for purchase of the scrap material is accepted by THE RELIANCE GROUP and I/we fail to accept or act upon the terms & conditions of the offer letter or am /are not able to complete the transaction within the time limit specified in the e-auction/offer letter for any reason whatsoever and/or fail to fulfill any/all the terms & conditions of the e-auction catalog and offer letter, **the Earnest Money Deposit and any other monies paid by me/us along with the tender and thereafter, are liable to be forfeited by the seller** and that the seller has also a right to proceed against me/us for specific performance of the contract, if so desired by THE RELIANCE GROUP.
- 4) **The decisions taken by representatives of THE RELIANCE GROUP shall be binding on me /us.**
- 5) I also undertake to abide by the additional conditions if announced during the auction including the announcement of correction in catalogue and/or additions or deletions of items being offered for sale.
- 6) I note with due care that the Ashvin & Co. shall be making the announcements of correction with the consent and knowledge of THE RELIANCE GROUP and Ashvin & Co. shall not be liable for these last minute change.

Signature of Authorized Signatory with name and Company Seal

USER ID(*if exists*) _____

Person / concern / firm / company in whose name the material is/are to be purchased

.....

Contact Person(s) _____

Designation _____

(In case of company/firm, give, in addition, names of key Directors/ Partners)

Address

Phone No. _____ Mobile No. _____ Fax No.- _____

E-Mail _____

Sales Tax / VAT Reg. No. / TIN No. _____

PAN No. (self-attested photo-copy to be submitted) _____

Are you familiar with e- Auction/On-line bidding? YES/NO

Submit the Documents Required for Registration of Prospective Bidders to Mumbai Office

1. VALID CPCB/State PCB authorization Registration certificate plus certified true copy (original will be returned immediately)
2. Sales tax MVAT Registration / TIN / GST
3. PAN NO. & TIN NO.
4. Shop Establishment license
5. Photograph of the owner & Bidder
6. Application on Company's letterhead
7. Declaration Form
8. Ashvin & Co. Registration Fee
9. CMD (Caution Money Deposit)

Please give details of D.D./P.O.

<u>SECTION</u>	<u>DD/PO No.</u>	<u>Bank's Name</u> <u>And Date</u>	<u>Amount</u>
SECTION-I			Rs.25,000

Signature of Authorized Signatory with Name and Company Seal.

Name & Ashvin & Co. Seal:

Scrap Material LIST at Butibori Thermal Power Plant (VIPL), Nagpur

Section 1: Refundable CMD of Rs. 25,000/-
(DD / PO favoring Reliance Infrastructure Ltd,
payable at Mumbai)

**E-auction Between
14:30 PM to 15:30 PM**

(NOTE: AUTO TIME EXTENSION FOR EVERY 5 MINS AND MAXIMUM FOR **30 MINS**)

Sr. No.	Scrap Material Code	HSN Code	Scrap Item Description	UOM	Quantity
1	9500000222	4017	Scrap Rubber	KG	3,000
2	9500000155	3915	Empty Plastic Can 35 Ltr	NOS	400
3	9500000107	7602	Scrap Aluminium	KG	1,000
4	9500000013	7204	Scrap HW Ferrous MS Drum Oil 200 Ltr Empty	NOS	100
5			Scrap S.S. Material	MT	3
6	9500000104	3915	Scrap PVC Material	MT	1.50